

Memorandum of Understanding
Between
Poway Federation of Teachers (PFT) and Poway Unified School District (PUSD)

**Reopening Agreements for 2020-21
During the COVID-19 Pandemic**

This agreement is for the 2020-21 school year and expires June 30, 2021.

Safety and Working Conditions

1. Guiding Legal Documents for Schools

The County of San Diego Order of the Health Officer and Emergency Regulations

<https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/HealthOfficerOrderCOVID19.pdf> currently directs schools to comply with the measures contained in the *State COVID-19 Industry Guidance: Schools and School-Based Programs*

<https://files.covid19.ca.gov/pdf/guidance-schools.pdf>, issued by the California Department of Public Health (including the face covering requirements contained therein). PUSD and PFT acknowledge the local health Order must be followed per the law, and if it changes, the school district must comply with the most recently updated local county Orders. The parties will continue to meet and negotiate how to safely reopen our schools under the parameters of the guidance outlined above and will promptly notify unit members as agreements are made.

2. Supporting PFT unit members who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk

The *State COVID-19 Industry Guidance: Schools and School-Based Programs* states, "Support staff at higher risk for severe illness, or who cannot safely distance from household contacts at higher risk, by providing options such as telework or virtual learning." The parties are working toward agreement on the specific process to be used in determining eligibility with a goal to come to agreement no later than July 15.

Items that Apply to Both On-Campus and Virtual Learning Academy Teachers

1. Acknowledgment of the Need for Flexibility During the COVID-19 Pandemic

PUSD and PFT acknowledge the current health situation and the need for all parties to be flexible to ensure safety for all as we reopen our schools and to ensure student learning is maximized.

2. 2020-21 Calendar

Contingent upon School Board approval and the outcome of negotiations with the PSEA unit, the following information will apply to the 2020-21 calendar. Teachers will report to work as planned on August 19. Site staffs, grade levels and departments will have an opportunity to orient themselves and discuss the reopening plans and protocols as they apply to their site and program. Students will report to the first day of school on Thursday,

August 20. Students will “ease in” to school and have an opportunity to become acclimated to reopening protocols and to get to know their teacher and peers on a modified day schedule (expected to be two four-hour days per AB77) on Aug. 20 & 21. To maintain the 180 day student calendar, students will attend school on Monday, September 21, instead of Wednesday August 19. September 21 was previously scheduled as a professional growth day. This will now be an instructional day for students and a teaching day for staff. Teacher workdays will remain 186 as planned. Staff and students at sites with alternative start dates will follow the same model as above, with specific dates that match their calendars.

3. Class Sizes

Class sizes and targets at all levels will remain unchanged for 2020-21, for both virtual and on-campus classes. If class size issues are identified as schedules are drafted for 2020-21 as a result of the model selected by students/families, the parties will meet and negotiate any possible class size and/or workload changes.

4. Teaching Assignments for 2020-21 & Right of Return

Teaching Assignments: Student enrollment and preferences for on-campus learning or for the Virtual Learning Academy will determine staffing needs for 2020-21. PUSD and PFT have a mutual interest in supporting teachers who are at higher risk due to COVID-19 or who have a household member at higher risk. Secondly, the parties also have a desire for teachers to be in their preferred placement (on-campus or virtual). Involuntary transfer of staff to another school site, grade level, or subject area within their credential is not desired by either party. However, flexibility in scheduling during this pandemic will be essential, which may necessitate staff in either model to be assigned to any position, grade level or school site based on district need and within their credential area. Due to the unique challenges presented by the pandemic resulting in multiple learning models, more involuntary transfers than normal may occur in 2020-21.

Right of Return: Any teacher involuntarily transferred as a result of staffing needs due to the impact of COVID-19 and the on-campus and Virtual Learning Academy models for 2020-21, will have “right of return.” This means they will be returned to their home site for the 2021-22 school year. Right of return also applies to voluntary candidates selected for the VLA. All other parameters of the agreed upon transfer process will apply. This includes the involuntary transfer process if the VLA teacher’s return causes an overstaffing situation in 2021-22. Volunteers from the site would be sought to transfer to another site. If there were no volunteers, the teacher at the site with the least district seniority would be involuntarily transferred.

Virtual Learning Academy (VLA)

1. Framework

The Framework for PUSD Virtual Learning Academy articulates PUSD’s vision for a high-quality virtual learning program.

2. Level of Rigor and Teacher Expectations

The level of rigor in the VLA will mirror on-campus classes. Students will receive on-going feedback from teachers and will be given progress notices at elementary and report card grades at secondary. VLA teachers will designate an area in their home or off campus, free from distractions, from which to teach their virtual classroom. Expectations for teacher responsibilities in the VLA program will also mirror those of an on-campus teacher.

3. Organization of Virtual Learning Academy (VLA) Teachers

Teachers will likely support students in the same department or grade level from multiple school sites. VLA teachers may leave their classroom items in their current classroom but can expect their classroom space will be utilized by on-campus classes/students and staff to support physical distancing. Elementary VLA teachers, by grade level, will have a common overarching schedule to allow students to be serviced by other providers, and to allow for common collaboration and planning time. Secondary VLA teachers will follow the same master schedule to allow for live instruction and access to service providers.

Although a framework is being provided, and there will be common schedules, teachers will have professional latitude in how they deliver specific standards-based lessons.

4. Selection Process

The *State COVID-19 Industry Guidance: Schools and School-Based Programs* states, "Support staff at higher risk for severe illness, or who cannot safely distance from household contacts at higher risk, by providing options such as telework or virtual learning."

Qualifying teachers seeking a reasonable accommodation under ADA will be considered first for virtual teaching assignments whenever possible and within credentialing parameters. Other teachers wishing to teach in the Virtual Learning Academy will have second priority. Teachers seeking a medical accommodation and those who prefer virtual learning, will have an opportunity to indicate this on the Teacher Commitment survey on the evening of July 15. Selection criteria will be agreed upon by LSS and PFT and will include items such as: experience with current pedagogy in the virtual classroom, strong Canvas background/usage, understanding of digital citizenship, reflective practitioner, collaborative, etc.

5. Professional Learning (PL) for Virtual Learning Academy teachers

Initial PL hours: Virtual Learning Academy teachers will receive professional learning before the start of, or at the beginning of the 2020-21 school year. The number of hours for this initial professional learning support will be negotiated between the parties, with a goal of offering multiple options such as different dates and times (TBD) to accommodate teacher schedules, sub release time, or virtual learning opportunities. If the learning occurs outside the 2020-21 teacher workday or work year, teachers shall be paid at the teacher hourly rate of \$38.16 as of July 1, 2020 for this professional learning. Options for this initial PL will be negotiated and communicated by July 31.

On-going PL: In addition to these initial training hours, on-going professional learning will occur throughout the year. The schedules, format, and any compensation related to these on-going opportunities will be negotiated by the parties by August 28.

6. Curriculum and Resources

VLA students will be provided the same district supported materials as on-campus students. Specific schedules for curriculum distribution will be developed and communicated. The parties will meet and negotiate potential supports for VLA teachers as we work toward our vision for the VLA. The goal for completion of these negotiations is July 31.

For the Federation

Signature Kelly Hogan

Date 7/1/20

For the District

Signature Dan Jones

Date 7/1/2020